

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

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BZ CLARITY TENT SUB LLC, d/b/a  
BASE ENTERTAINMENT,

Plaintiff(s),

v.

ROSS MOLLISON INTERNATIONAL  
PTY, LTD.,

Defendant(s).

Case No. 2:15-CV-1065 JCM (CWH)

ORDER

Presently before the court are plaintiff BZ Clarity Tent Sub LLC, dba BASE Entertainment's ("BASE") motion for temporary restraining order (doc. # 5) and motion for preliminary injunction (doc. # 6). Defendant Ross Mollison International Party, Ltd. ("RMP") has not filed a response.<sup>1</sup>

**I. Background**

Plaintiff BASE and defendant RMP are co-producers of "Absinthe," a live performance show at Caesar's Palace in Las Vegas. (Doc. # 1-3 at 7). Absinthe is a variety show with various acrobatic, dance, burlesque, and comedic acts. (Doc. # 4-1 at 4). Despite rotations in acts and

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<sup>1</sup> The instant action initiated in state court. As the court will discuss, the parties had fully briefed a motion for TRO and motion for preliminary injunction in state court before removing to this court. Though BASE has filed new motions for TRO and preliminary injunction applying the Federal Rules of Civil Procedure, the court will consider defendant RMP's response (doc. # 4-1) and other prior briefing from the state court proceeding. Courts "may take notice of proceedings in other courts, both within and without the federal system, if those proceedings have a direct relation to matters at issue." *United States ex rel. Robinson Rancheria Citizens Council v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir. 1992) (citations omitted). On this basis, the court finds it appropriate to take judicial notice of the prior briefing in the state court, though not directly in response to BASE's instant motion.

1 performers, the show is always hosted by “the Gazillionaire” character and his assistant. (Doc. #  
2 4-1 at 4).

3 On January 23 2011, BASE and RMP entered into the Absinthe production agreement (“the  
4 contract”). (Doc. # 1-3 at 30; doc. # 4-1 at 28).<sup>2</sup> The contract provided for a 26-week expected  
5 run of the show from execution date through September 18, 2011. (Doc. # 4-1 at 31). The contract  
6 outlined the roles and responsibilities of each party. (Doc. # 1-4). For example, BASE agreed to  
7 provide the start-up funding—a maximum of \$1.25 million—for the production. (Doc. # 4-1 at  
8 28). RMP agreed to produce and manage the artistic elements of the show. (Doc. # 4-1 at 28).

9 The contract also set a weekly operating budget that BASE would provide, as well as  
10 requirements for increasing or decreasing that budget, who would be liable for cost overruns, and  
11 how those overrun expenses would be handled by the parties.

12 Though the contract explicitly stated that the parties were not creating a partnership or joint  
13 venture, BASE and RMP agreed that many decisions would require mutual agreement by both  
14 BASE and RMP. (Doc. # 4-1 at 32). These decisions included all artistic elements, the show’s  
15 production, design, music, casting, creative team, and any replacement acts as well as all marketing  
16 and advertising decisions and plans. (Doc. # 4-1 at 29-30).

17 On September 16, 2011, BASE and RMP entered an agreement to extend the term of the  
18 contract by perpetual ongoing six-month terms at BASE’s option (“the amendment”). (Doc. # 1-  
19 3 at 38; doc. # 4-1 at 36).<sup>3</sup> The amendment did not re-address and redraft every provision of the  
20 contract, but did amend certain provisions. (Doc. # 4-1 at 38). The parties provided that any part  
21 of the contract that the amendment did not explicitly amend would remain in full force and effect.  
22 (Doc. # 4-1 at 38).

23 At some point BASE and RMP’s cooperative relationship began to deteriorate. The parties  
24 appear to be wrestling for control over the show, royalties, licensing fees, marketing, and various  
25 other issues. (*See, e.g.*, doc. # 4-1 at 40-52).

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27 <sup>2</sup> The parties each provide a copy of the contract at the noted docket numbers.

28 <sup>3</sup> The parties each provide a copy of the amendment at the noted docket numbers.

1 BASE filed the instant complaint in the Clark County Business Court (Case No. A-15-  
 2 717903) in Nevada on May 5, 2015, alleging claims for breach of contract, declaratory relief,  
 3 intentional interference with contractual relations, breach of the covenant of good faith and fair  
 4 dealing, and accounting. (Doc. # 1-2). BASE also seeks declaratory and injunctive relief,  
 5 damages, and attorneys' fees and costs. BASE filed concurrent motions for temporary restraining  
 6 order ("TRO") and preliminary injunction with the state court, which Business Court Judge Denton  
 7 set for hearing on May 14, 2015. (*See* doc. # 1-3).

8 Rather than oppose the motion, RMP filed a motion to vacate the hearing. Judge Denton  
 9 denied RMP's motion to vacate and set a new hearing date of May 21, 2015, to hear arguments on  
 10 the motions for TRO and preliminary injunction.

11 The parties fully briefed the motions for TRO and preliminary injunction and the court  
 12 heard arguments on the motions. However, shortly after the parties argued the motions, Judge  
 13 Denton issued an interim order disclosing that his law clerk had been recently hired by RMP's  
 14 legal counsel, and sought responses on whether the court should recuse itself from the state court  
 15 litigation.

16 On May 29, 2015, Judge Denton recused himself to avoid the appearance of impropriety,  
 17 and the case was reassigned to Business Court Judge Delaney. Judge Delaney set an initial hearing  
 18 for June 9, 2015. RMP removed this action on June 5, 2015. (Doc. # 1).<sup>4</sup>

19 As Judge Delaney had not considered the motions for TRO or preliminary injunction, this  
 20 court took the motions under advisement. Before the court could issue an order addressing BASE's  
 21 motions for TRO and preliminary injunction that had been carried over from the state court  
 22 proceedings, BASE filed revised motions for TRO and preliminary injunction. (Docs. ## 5, 6).  
 23 The court now addresses these revised motions.

## 24 **II. Legal Standard**

25 Under Federal Rule of Civil Procedure 65, a court may issue a temporary restraining order  
 26 when the moving party provides specific facts showing that immediate and irreparable injury, loss,

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27  
 28 <sup>4</sup> Though the parties fully briefed the TRO in state court, RMP's removal documents did  
 not include all of the necessary documents for this court to decide the merits of the TRO.  
 Accordingly, RMP filed a supplement to the petition for removal on June 8, 2015. (Doc. # 4).

1 or damage will result before the adverse party's opposition to a motion for preliminary injunction  
2 can be heard. Fed. R. Civ. P. 65.

3 "The purpose of a temporary restraining order is to preserve the status quo before a  
4 preliminary injunction hearing may be held; its provisional remedial nature is designed merely to  
5 prevent irreparable loss of rights prior to judgment." *Estes v. Gaston*, No. 2:12-cv-1853-JCM-  
6 VCF, 2012 WL 5839490, at \*2 (D. Nev. Nov. 16, 2012) (citing *Sierra On-Line, Inc. v. Phoenix*  
7 *Software, Inc.*, 739 F.2d 1415, 1422 (9th Cir. 1984)). "Thus, in seeking a temporary restraining  
8 order, the movant must demonstrate that the denial of relief will expose him to some significant  
9 risk of irreparable injury." *Id.* (quoting *Associated Gen. Contractors of Cal. v. Coal. of Econ.*  
10 *Equity*, 950 F.2d 1401, 1410 (9th Cir. 1991)).

11 The Supreme Court has stated that courts must consider the following elements in  
12 determining whether to issue a temporary restraining order and preliminary injunction: (1) a  
13 likelihood of success on the merits; (2) likelihood of irreparable injury if preliminary relief is not  
14 granted; (3) balance of hardships; and (4) advancement of the public interest. *Winter v. N.R.D.C.*,  
15 555 U.S. 7, 20 (2008). The test is conjunctive, meaning the party seeking the injunction must  
16 satisfy each element.

17 Additionally, post-*Winter*, the Ninth Circuit has maintained its serious question and sliding  
18 scale test. *See All. for the Wild Rockies v. Cottrell*, 632 F.3d 1127 (9th Cir. 2011). "Under this  
19 approach, the elements of the preliminary injunction test are balanced, so that a stronger showing  
20 of one element may offset a weaker showing of another." *Id.* at 1131. "Serious questions going  
21 to the merits and a balance of hardships that tips sharply towards the plaintiff can support issuance  
22 of a preliminary injunction, so long as the plaintiff also shows that there is a likelihood of  
23 irreparable injury and that the injunction is in the public interest." *Id.* at 1135.

### 24 **III. Discussion**

25 The disagreement between the parties has quickly escalated since the initiation of the  
26 lawsuit a mere few weeks ago. The issues the court considers at this time are limited to BASE's  
27 motions for TRO and preliminary injunction.  
28

1 The instant TRO seeks to enjoin a new ticketing system that RMP launched unilaterally on  
2 the Absinthe website. (Doc. # 1-3 at 9). According to BASE, it has partnered with Ticketmaster  
3 to coordinate ticketing for Absinthe since before the first show. (Doc. # 1-3 at 9). BASE asserts  
4 that the express language of the contract and the amendment has always granted it (and not RMP)  
5 the exclusive right to ticketing. (Doc. # 1-3 at 9-10).

6 Further, BASE asserts that the past conduct of the parties (namely that BASE has  
7 maintained exclusive control of Absinthe ticketing from the inception of the show), the contract,  
8 and amendment affirm BASE's oversight of all ticketing responsibilities in conjunction with  
9 Ticketmaster. (Doc. # 1-3 at 9). However, on April 29, 2015, RMP released a press release  
10 announcing the launch of its own, separate ticketing system that same day to sell tickets to  
11 Absinthe shows. (Doc. # 1-3 at 9).

12 BASE asserts that this newly and unilaterally-launched ticketing system breaches the  
13 parties' contract. (Doc. # 1-3 at 9). BASE asserts that RMP's ticketing system launch is an  
14 improper system that aims to seize control of all box office revenue and does not coordinate with  
15 Ticketmaster sales. (Doc. # 1-3 at 10). Further, BASE asserts that RMP's new ticketing system  
16 threatens to wreak havoc on the show's reputation and future sales. (Doc. # 1-3 at 10). BASE  
17 alleges that, because the RMP ticketing system does not coordinate with Ticketmaster, multiple  
18 tickets can be sold to the same seat at the same show. Accordingly, BASE applied for the instant  
19 TRO.

20 RMP does not dispute that BASE has exercised control over ticketing in the past. (Doc. #  
21 4-1 at 6). However, RMP alleges that it uncovered fraud in BASE's relationship with  
22 Ticketmaster. (Doc. # 4-1 at 7). Specifically, RMP asserts that BASE has been receiving  
23 commissions from Ticketmaster totaling nearly \$500,000, despite warranting to RMP that no such  
24 commission agreement existed.

25 RMP further asserts that BASE has "known since at least March, 2014, that RMP was  
26 examining exercising its rights [over ticketing sales] to ensure the proper handling of ticket sales"  
27 and that the parties engaged in significant discussions in September and October 2014 regarding  
28 RMP's plan to exercise its ticketing rights. (Doc. # 4-1 at 7).

1 In a June 5, 2015, letter, RMP further asserts that it will exercise its right of rescission  
 2 based upon the fraud of BASE and considers the contract and amendment to be “void as a result  
 3 of BASE’s fraudulent conduct.” (Doc. # 6-8 at 2). RMP further asserts that it will not honor or  
 4 accept any tickets sold by Ticketmaster after June 23, 2015, for the show, and that RMP will act  
 5 as the sole ticket broker/seller for all Absinthe performances after that date. (Doc. # 6-8 at 2).

6 *A. Likelihood of success on the merits*

7 To succeed on a breach of contract claim, a plaintiff must show four elements: (1)  
 8 formation of a valid contract; (2) performance or excuse of performance by the plaintiff; (3)  
 9 material breach by the defendant; and (4) damages. *See Bernard v. Rockhill Dev. Co.*, 103 Nev.  
 10 132, 734 P.2d 1238, 1240 (1987) (“A breach of contract may be said to be a material failure of  
 11 performance of a duty arising under or imposed by agreement.”) (quoting *Malone v. Univ. of Kan.*  
 12 *Med. Ctr.*, 220 Kan. 371, 552 P.2d 885, 888 (1976)).

13  
 14 *1. Whether a valid contract existed between BASE and RMP*

15 Both parties appear to agree that the contract and its amendment controlled the relevant  
 16 obligations and duties of each party. Accordingly, the court looks to the contract and its  
 17 amendment for purposes of evaluating the likelihood of BASE’s success on the merits with respect  
 18 to its claims.

19 *2. Performance or excuse of performance by BASE*

20 RMP argues that BASE materially breached the terms of the parties’ contract. Therefore,  
 21 RMP alleges that BASE failed to perform under the contract and, accordingly, cannot establish a  
 22 likelihood of success on the merits.

23 A material breach by one party to a contract may excuse further performance by another  
 24 party to the contract. *See Young Elec. Sign Co. v. Fohrman*, 466 P.2d 846, 847 (Nev. 1970).  
 25 “[T]he party who commits the first breach of a contract cannot maintain an action against the other  
 26 for a subsequent failure to perform.” *Bradley v. Nev.-Cal.-Or. Ry.*, 178 P. 906, 908–09 (Nev.  
 27 1919). However, “a party is not automatically excused from the future performance of contract  
 28 obligations every time the other party commits a breach; if the breach is relatively minor and not

1 of the essence, the plaintiff is still bound by the contract and may not abandon performance . . . .”  
2 23 Williston on Contracts § 63:3 (4th ed. 2007).

3 Whether a party has committed a material breach of contract turns upon the seriousness of  
4 the breach and the likelihood that the injured party received substantial performance of the contract  
5 promise. AMJUR CONTRACTS § 706. Generally, a material breach occurs when there is a  
6 breach of an essential element of the contract which induced the party to enter into it. Further, the  
7 breach must go to the substance of the contract, or defeat an essential purpose of the contract. *Id.*

8 RMP argues that BASE materially breached the contract by receiving commissions from  
9 Ticketmaster, when BASE twice warranted that it was not. (Doc. # 4-1 at 10-11). RMP asserts  
10 that the parties’ contract and amendment stated that BASE could not receive third-party income  
11 from the Absinthe production, specifically including ticket companies like Ticketmaster. (Doc. #  
12 1-3 at 35 § VI(n), 40 § 7(c)). Therefore, RMP asserts that BASE’s receipt of nearly \$500,000 from  
13 Ticketmaster was a material breach of contract and BASE’s warranties that it was not receiving  
14 commissions constitute fraud.

15 BASE responds that RMP’s Ticketmaster issue is a “red-herring providing a convenient  
16 excuse” for RMP’s attempt to take control of ticketing. BASE asserts that the money Ticketmaster  
17 paid to BASE was a “credit[ on] an advance made to BASE prior to the 2011 amendment from  
18 tickets sold at Absinthe” and not a commission. (Doc. # 4-1 at 47). BASE asserts that the credit  
19 process was already in place before the parties’ amendment and was with respect to all BASE  
20 ticketing, not just Absinthe, and that BASE “simply missed making this part of [BASE and RMP’s]  
21 deal.” (Doc. # 4-1 at 47). In any case, BASE maintains that the mistake on its part cannot be said  
22 to be a material breach when RMP has continually overrun its budget and owes BASE in excess  
23 of \$250,000 under the contract.

24 BASE and Ticketmaster entered into a contract in 2007—before the idea for Absinthe was  
25 conceived—for all of BASE’s current and future projects. Under the 2007 Ticketmaster contract,  
26 Ticketmaster provided BASE \$2 million advance, which Ticketmaster required BASE to repay in  
27 full. The 2007 Ticketmaster contract entitled BASE to ticket sales royalties on a calendar year  
28 basis. However, prior to seeing any royalties, BASE would have to repay the \$2 million advance.



1 Any portion of the \$2 million advance not recouped by Ticketmaster must be repaid to  
2 Ticketmaster by a specified repayment schedule.

3 Section VI(r) of BASE and RMP's contract provides that, in the event of a discrepancy in  
4 BASE's books, BASE shall promptly reimburse RMP for the amounts due." (Doc. # 1-3 at 35).  
5 Emails submitted by BASE demonstrate that BASE immediately attempted to rectify the  
6 discrepancy with the Ticketmaster issue when RMP brought the issue to BASE's attention.  
7 Further, BASE notes that it still owed Ticketmaster money under its advance agreement up until  
8 December 2014, which discredits the idea that BASE was secretly receiving money from  
9 Ticketmaster and purposefully hiding that money.

10 The court recognizes that the parties specifically contracted to address RMP's concern over  
11 BASE receiving third-party commissions in an attempt to cut RMP out. However, numerous  
12 factors weigh against BASE's breach being material including: (1) the Ticketmaster/BASE  
13 contract applied to all BASE endeavors and had been entered into in 2007 (long before Absinthe);  
14 (2) BASE immediately attempted to rectify the issue when notified by both making restitution on  
15 any amount owed and incorporating any future profit split into the parties' contract; (3) BASE was  
16 still paying off its advance and thus had not been receiving any funds from Ticketmaster when  
17 RMP brought the issue to BASE's attention; (4) the maximum possible portion RMP would be  
18 entitled to is \$250,000, a meager amount when weighed against RMP's \$9,300,000.00 in profit;  
19 (5) RMP potentially owes BASE far in excess of \$250,000 under the parties' contract based on  
20 overrun budgets; and (6) BASE appears to have performed every other requirement under the  
21 contract.

22 Accordingly, the court finds that BASE's breach, if there was one, was not significant  
23 enough to allow RMP to essentially throw the contract in its entirety out the window. The alleged  
24 breach was not "so fundamental" as to go to the "root" or the "essence" of the agreement and does  
25 not "defeat the object of the parties entering into the contract." 23 Williston on Contracts § 63:3  
26 (4th ed. 2007).

27 . . .

28 . . .



1                   3. *Material breach by RMP*

2           BASE argues that a plain reading of the agreement and the conduct of the parties—which  
3   has required BASE to fund the entire show, undertake all financial risk for the show, and provide  
4   all “marketing management services” for the show—demonstrates that BASE has and has always  
5   had exclusive responsibility and management of all ticketing services for Absinthe. (Doc. # 1-5  
6   at 7). Therefore, RMP’s new ticketing system is an unequivocal breach of contract. (Doc. # 1-5  
7   at 7). RMP responds that BASE has no exclusive right to ticketing and that BASE is seeking to  
8   have the court manufacture an exclusive right. (Doc. # 4-1 at 9).

9           The court finds that BASE’s assertions that, because its “marketing management services”  
10   have always included ticketing, the contract created an exclusive right for BASE to control  
11   ticketing unavailing. Although the contract states that “BASE will provide group [ticket] sales  
12   support” for ten or more tickets, there is no exclusive right provided in the four corners of the  
13   contract. (Doc. # 1-3 at 31). Though the court does not doubt that BASE has, in all likelihood,  
14   taken on the responsibility of handling ticketing in previous years, the performance of that  
15   responsibility does not magically create an exclusive right for BASE to be the unilateral decider  
16   of all things ticketing-related.

17           In fact, other provisions and the overall tenor of the contract and amendment suggest that  
18   RMP and BASE share approval with respect to any large decision affecting the production. These  
19   decisions explicitly include all marketing and advertising decisions and plans, any artistic  
20   elements, and appointment and termination of any managers and production crew. Further, the  
21   amendment specifically mentions that all third-party agreements related to the production  
22   (including ticketing suppliers) must be provided to the other party.

23           Still, the contract and amendment are exceedingly clear that “RMP will only enter into  
24   contracts for the Production with the written approval of a BASE Co-CEO . . . .” (Doc. # 1-3 at  
25   32). Accordingly, the court finds that the agreement was clearly not designed to allow one party  
26   to make a unilateral decision regarding a substantial change to the show’s structure, systems, or  
27   finances, such as RMP’s implementation of a new and independent ticketing system. The court  
28

1 finds that RMP, by unilaterally and independently launching a new ticketing system,  
2 fundamentally and materially breached the parties' contract.

3 *4. Damages*

4 BASE will suffer damages as a direct result of RMP's ticketing system. RMP originally  
5 asserted in its state court filings that the new ticketing system would not sell tickets for dates prior  
6 to September 2015. RMP asserted the delayed timeline would minimize any the risk of double-  
7 selling of tickets. However, RMP has now accelerated the timeline for its new system to begin  
8 June 24, 2015, and has disavowed the entire contract. The Absinthe production is not only at risk  
9 of double-selling tickets and generating consumer ill-will – RMP attempts to end third-party  
10 contractual partnerships, which will almost certainly bring additional liability on BASE and RMP.  
11 The court finds that BASE has carried its burden on its claim for breach of contract.

12 BASE's complaint alleges five claims for relief. Because the court finds that BASE is  
13 likely to succeed on its claim for breach of contract, the court need not address whether plaintiff  
14 is likely to succeed on the merits of its remaining claims.

15 *B. Likelihood of irreparable injury*

16 A plaintiff must show that an irreparable injury is likely, not merely possible, before a  
17 temporary restraining order may be issued. *Am. Trucking Ass'ns v. City of Los Angeles*, 559 F.3d  
18 1046, 1052 (9th Cir. 2009), *reversed on other grounds by Am. Trucking Ass'ns v. City of Los*  
19 *Angeles*, 596 F.3d 602 (9th Cir. 2010)).

20 Here, RMP attempts to rescind the contract and has expressly demanded that BASE "not  
21 hold itself out as having any affiliation with Absinthe" nor "take any action on behalf of Absinthe."  
22 The court finds that BASE is likely to suffer irreparable harm if it is forced out of its connection  
23 to Absinthe based on RMP's decision, without a court order, that the contract has been rescinded.

24 *C. Balance of hardships*

25 In seeking a TRO, a plaintiff must demonstrate that his claim presents a serious question  
26 of law and that the current litigation has merit so as to avoid undue harm to the defendant. *See*  
27 *Topanga Press, Inc. v. City of Los Angeles*, 989 F.2d 1524, 1528 (9th Cir. 1993).

1 BASE's complaint has brought a cause of action for breach of contract, which the court  
 2 finds is likely to succeed on the merits. The balance of hardships favors a business attempting to  
 3 enforce a contract with a co-producer of a popular and successful show in order to maintain its  
 4 business goodwill and client relationships/customer satisfaction. The balance of hardships favors  
 5 BASE.

6 *D. Public interest*

7 Before granting a TRO the court must determine that an injunction is in the public's  
 8 interest. *See Winter*, 555 U.S. at 20-22. The right to contract is fundamental and includes the  
 9 privilege of selecting which companies and individuals one chooses to work with and under what  
 10 terms the parties will work with one another. An injunction in this instance protects the public's  
 11 interest in the integrity and enforceability of contracts. Therefore, the court finds that the public's  
 12 interest favors the granting of a TRO in this instance.

13 *E. Unclean hands defense*

14 Because injunctive relief is equitable, "a court will take account of the possible existence  
 15 of certain defenses that historically have been available in equity even though the applicant has  
 16 presented a seemingly meritorious claim for an injunction [or TRO]." Wright & Miller, *Federal*  
 17 *Practice and Procedure*, Civil § 2946, at 411. The question is "whether plaintiff's activity  
 18 transgresses general equitable standards of conduct." *Id.* at 413.

19 Unlike true affirmative defenses, however, "[t]he unclean hands defense is not an  
 20 automatic or absolute bar to relief; it is *only one* of the factors the court must consider when  
 21 deciding whether to exercise its discretion and grant an injunction [or TRO]." *Id.* at 415 (emphasis  
 22 added). "[T]he unclean hands doctrine should only apply when the egregiousness of the party's  
 23 misconduct constituting the party's unclean hands and the seriousness of the harm caused by the  
 24 misconduct collectively weigh against allowing the party to obtain such a remedy." *Las Vegas*  
 25 *Fetish & Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 182 P.3d 764, 765 (2008).

26 RMP argues that injunctive relief is unavailable to BASE under the "unclean hands"  
 27 doctrine because of BASE's "secret" receipt of Ticketmaster commissions. (Doc. # 4-1 at 11).

1 For the reasons discussed above, the court finds that BASE's alleged misconduct is not egregious  
2 nor serious enough to collectively weigh against the other factors assessed.

3  
4 **IV. Conclusion**

5 After reviewing the documents and pleadings on file in this matter, the court finds that  
6 BASE has satisfied the requirements for issuance of a TRO.

7 Accordingly,

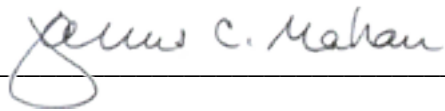
8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that plaintiff BZ Clarity Tent  
9 Sub LLC, dba BASE Entertainment's ("BASE") motion for temporary restraining order (doc. # 5)  
10 be, and the same hereby is, GRANTED.

11 IT IS FURTHER ORDERED that upon issuance of this order, plaintiff BZ Clarity Tent  
12 Sub LLC, dba BASE Entertainment shall deposit \$1,000 with the clerk of court as security for this  
13 temporary restraining order.

14 IT IS FURTHER ORDERED that the court will set a hearing on the motion for a  
15 preliminary injunction (doc. # 6) for **Friday, June 19, at 10:00 AM in courtroom 6A.**

16 IT IS FURTHER ORDERED that RMP shall file its response to BASE's pending motion  
17 for preliminary injunction (doc. # 6) by 5:00 PM on Monday, June 15, 2015. BASE shall file its  
18 reply by 5:00 PM Wednesday, June 17, 2015.

19 DATED June 12, 2015 at 2:15 P.M.

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22 UNITED STATES DISTRICT JUDGE  
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